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9
10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

12
13 CASEY LOEWEN and JONATHAN
14 WRIGHT, individually, and on behalf of other
members of the general public similarly
situated,

15 Plaintiffs,

16 v.

17 LYFT, INC. a Delaware corporation, and
18 DOES 1 through 100, inclusive,

19 Defendant.

Case No. 15-CV-01159-EDL

**DECLARATION OF SEBASTIAN
BRANNSTROM IN SUPPORT OF
DEFENDANT LYFT INC.'S MOTION TO
COMPEL INDIVIDUAL ARBITRATION
AND DISMISS ACTION**

**[Defendant Lyft Inc.'s Notice of Motion and
Motion to Compel Individual Arbitration
and Dismiss Action; Memorandum of Points
and Authorities; Declaration of Eric
Burdullis; and [Proposed] Order filed
concurrently herewith]**

Date: June 9, 2015

Time: 9:00 a.m.

Crtrm.: E

Magistrate Judge Elizabeth D. Laporte

Trial Date: None Set

DECLARATION OF SEBASTIAN BRANNSTROM IN SUPPORT OF
DEFENDANT LYFT, INC.'S MOTION TO COMPEL INDIVIDUAL ARBITRATION
AND DISMISS ACTION

I, SEBASTIAN BRANNSTROM, declare as follows:

1. I have been employed by Lyft, Inc. ("Lyft") since June 2011, as an Engineering Manager in Lyft's Engineering Department. I submit this declaration in support of Lyft's Motion to Compel Individual Arbitration and Dismiss Action. Because of my history with the company and my current role as an Engineering Manager, I am familiar with Lyft's platform and mobile-phone application, including the user sign-up process, the driver application process, and the Terms of Service. I have personal knowledge of the facts stated herein and would and could testify competently thereto if called as a witness in this matter.

Lyft's Platform and App

2. Lyft is a mobile-based ridesharing platform (the "Lyft Platform") that enables persons who seek transportation to certain destinations ("Riders") to be matched with persons driving to or through those destinations ("Drivers"). Using its mobile-phone application, called the "Lyft App," Lyft offers information and a method to connect drivers and riders with each other but does not provide transportation services. When in need of a ride, riders open the Lyft App on their mobile phone, and use the Lyft Platform to request a ride from a nearby driver. Nearby drivers are then informed of the request, and the first driver to accept the request is matched with the rider and proceeds to pick up and transport the rider to his or her desired destination.

3. The Lyft Platform uses the Internet to transmit the requests from riders to drivers, and all transactions are processed electronically. Lyft's service is available in almost thirty states, including Arizona, California, Colorado, Florida, Georgia, New York, Washington, Texas, and Tennessee.

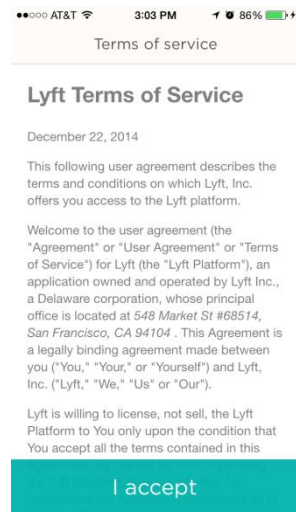
Users Consent to Terms of Service Before Using the Lyft Platform

4. As an Engineering Manager for Lyft, I am familiar with the process by which riders and drivers access and interface with the Lyft Platform. Before gaining access to the Lyft Platform, Lyft requires users—both riders and drivers—to first download the Lyft App and complete the

1 registration process, which includes creating a security-code-protected profile and reviewing and
2 electronically accepting Lyft's Terms of Service Agreement.

3 5. Lyft's Terms of Service Agreement describes the terms and conditions on which Lyft
4 offers access to Lyft's Platform. Included within Lyft's Terms of Service Agreement is an arbitration
5 provision requiring mutual arbitration of all disputes and legal claims between the parties.

6 6. During the registration process when a user downloads and attempts to use the Lyft
7 App, the user is presented with a screen which displays the text of Lyft's Terms of Service:



16 The user has the opportunity to scroll all the way through the text. The user must click "I accept," and
17 agree and accept all of the terms and conditions contained in the Terms of Service, in order to proceed
18 to use the Lyft App. Users cannot complete the registration process and access the Lyft Platform if
19 they choose to decline the Terms of Service Agreement. While users have the option to apply (or not
20 apply) to become a driver through the Lyft App, they cannot become a driver without first
21 downloading the Lyft App and consenting to the Terms of Service.

22 7. In the normal course of its business, Lyft maintains information regarding when and
23 how its users register for and access the Lyft Platform. As an Engineering Manager, I have access to
24 this registration information, and I am familiar with this information and the manner in which it is
25 recorded and maintained. When a user electronically accepts Lyft's Terms of Service Agreement by
26 clicking "I accept" in the Lyft App, that information is sent to Lyft's server, which automatically
27 records the timestamp of the user's agreement to the Terms of Service in the Lyft App. This

28

1 timestamp is automatically recorded once in the system, and nothing in the system changes the
2 timestamp that is recorded.

3 ***Plaintiff Casey Loewen***

4 8. Plaintiff Casey Loewen successfully created a security code-protected profile and
5 electronically accepted Lyft's Terms of Service Agreement. I reviewed Lyft's records and was able to
6 confirm that Plaintiff Casey Loewen electronically accepted the Terms of Service Agreement through
7 the Lyft App on July 6, 2013 at 12:49 p.m. PST. Attached hereto as **Exhibit _1_** is a true and correct
8 excerpt of the electronic records showing that Plaintiff Casey Loewen clicked the "I accept" button
9 through the Lyft App on July 6, 2013 at 12:49 p.m. PST, signifying his agreement to be bound by the
10 Terms of Service Agreement.

11 9. The version of the Terms of Service in effect on July 6, 2013 was the April 30, 2013
12 Terms of Service. Attached hereto as **Exhibit _2_** is a true and correct copy of Lyft's Terms of
13 Service Agreement that was in effect on July 6, 2013, when Plaintiff Casey Loewen agreed to the
14 Terms of Service Agreement ("2013 TOS"). Casey Loewen has continued to use the Lyft App since
15 that time pursuant to the Terms of Service.

16 10. My understanding is that, as part of this lawsuit, Plaintiff Casey Loewen alleges that he
17 referred Lauren Turton to apply to become a driver, and that Lauren Turton applied on February 26,
18 2015. I reviewed the registration records and confirmed that Lauren Turton applied to be a driver
19 through the Lyft App and accepted Lyft's Terms of Service Agreement.

20 ***Plaintiff Jonathan Wright***

21 11. In addition to being able to apply through the Lyft App, individuals wishing to become
22 Lyft drivers can apply through Lyft's website. In order to apply via the website, prospective drivers
23 must navigate to the "Drive" page and then fill out a form with basic information including their
24 name, email address, city, phone number, and any referral code they wish to use. On that initial
25 webpage, prospective drivers must then check a box that states "I agree to the Lyft terms." Unlike the
26 other grey words surrounding it, the words "Lyft terms" are in pink. The phrase "Lyft terms" is a
27 hyperlink that leads to a website containing the terms of Lyft's Terms of Service Agreement. Once
28 they check the "I agree to the Lyft terms" box, prospective drivers can submit their application by

1 hitting the “BECOME A DRIVER” button. Prospective drivers cannot continue past the initial
 2 webpage or click the “BECOME A DRIVER” button without agreeing to Lyft’s Terms of Service
 3 Agreement.

4 **Apply Now**

5 Enter your info, and then download
 6 the Lyft app to create your driver
 7 profile.

8 Last name

9 Email address

10 City

11 Phone number

12 Referral Code (optional)

13 ☐ I agree to the Lyft terms

14 **BECOME A DRIVER**

15 Already applied? [Check the status of your](#)
 16 [application here.](#)

17 In addition, if prospective drivers applying on the website have not already downloaded the Lyft App
 18 itself, they are required to download the Lyft App and consent to the Terms of Service before they can
 19 access the Lyft App and use the Lyft Platform as a driver.

20 12. When a prospective driver electronically accepts Lyft’s Terms of Service agreement by
 21 checking the “I agree to the Lyft terms” box and hitting the “BECOME A DRIVER” button on the
 22 website, that information is sent to Lyft’s server, which automatically records the timestamp of the
 23 prospective driver’s agreement to the Terms of Service on the website. This timestamp is
 24 automatically recorded once in Lyft’s driver applicant tracking records, and nothing in the system
 25 changes the timestamp that is recorded.

26 13. Plaintiff Jonathan Wright successfully created a security code-protected profile and
 27 electronically accepted Lyft’s Terms of Service Agreement. I reviewed the registration records and
 28 was able to confirm that Plaintiff Jonathan Wright agreed to Lyft’s Terms of Service twice on
 February 27, 2015.

14. I reviewed Lyft’s records and was able to confirm that Plaintiff Jonathan Wright
 electronically accepted the Terms of Service Agreement through the Lyft website on February 27,

1 2015 at 8:36 a.m. PST. In Lyft's driver applicant tracking records, I ran a query for Plaintiff Jonathan
 2 Wright's first and last name, profile identification ("user_id"), and timestamp corresponding to when
 3 he clicked the "I agree to the Lyft terms" box on the Lyft website ("web_applied_at"). Below is a
 4 true and correct screenshot of the electronic records of my query in Lyft's driver applicant training
 5 records, which shows that Plaintiff Jonathan Wright clicked the "I agree to the Lyft terms" box on the
 6 Lyft website on February, 27, 2015 at 16:36:23 UTC (or 8:36 a.m. PST), signifying his agreement to
 7 be bound by the Terms of Service Agreement.

first_name	last_name	user_id	web_applied_at
Jonathan	Wright	699010648281430018	2015-02-27 16:36:23.971126

10 15. Plaintiff Jonathan Wright also electronically accepted the Terms of Service Agreement
 11 through the Lyft App on February 27, 2015 at 8:47 a.m. PST. Attached hereto as **Exhibit _3_** is a true
 12 and correct excerpt of the electronic records showing that Plaintiff Jonathan Wright clicked the "I
 13 accept" button through the Lyft app on February 27, 2015 at 8:47 a.m. PST, again signifying his
 14 agreement to be bound by the Terms of Service Agreement.

15 16. The version of the Terms of Service in effect on February 27, 2015 was the December
 16 22, 2014 Terms of Service. Attached hereto as **Exhibit _4_** is a true and correct copy of Lyft's Terms
 17 of Service Agreement that was in effect on February 27, 2015, when Plaintiff Jonathan Wright twice
 18 agreed to the Terms of Service Agreement ("2014 TOS").

20 I declare under penalty of perjury under the laws of the United States of America that the
 21 foregoing is true and correct.

22 Executed April 17, 2015, at San Francisco, California.

23 
 24 SEBASTIAN BRANNSTROM